

this including the store rooms and barber shop.

It is further understood and agreed that the within lease shall extend to and cover the undivided two thirds interest of Oscar Hodges, Jr., as Trustee for Vardry McBee and Annie McBee Moore in and to all furnishings in said hotel.

It is further understood and agreed that the Party of the Second Part shall prorate and be responsible for payment of interest on the Gallivan mortgage covering said property up to and including November 15th, 1943, together with State, County and City Taxes pro-rated as of said date and all net fire insurance premiums on policies covering said property now in force and effect up to and including November 15, 1943. In prorating such items, Oscar Hodges, Jr., as Trustee, shall give the Party of the Second Part credit for all monies on hand collected by him from said store rooms and barber shop since September 15, 1942 amounting to \$348.95, and further, shall give the Party of the Second Part credit for such penalties as may have accrued on the 1943 City taxes, and further, the Trustee shall collect all rents due and unpaid as of November 15, 1943, and credit the party of the second part with same.

It is further understood and agreed that all commissions payable to Oscar Hodges, Jr., as Trustee, shall be paid by Vardry McBee and Annie McBee Moore.

In the event of total destruction of the hotel building by fire or other casualty, or such damages thereto from said cause as may render uninhabitable said building, the within lease shall cease and terminate. In the event partial damage to said property shall temporarily render said premises unfit for use and occupancy the Parties hereto from insurance proceeds, shall restore said premises to the original condition and during such period of time necessary for said repairs and restoration the rentals herein provided for shall be abated.

The parties hereto bind themselves, their successors, heirs and assigns to full and faithful performance of all terms and conditions hereof and in default of any of said terms, provisions or conditions hereof by the Party of the Second Part the within lease shall terminate and be of no further force and effect and thereupon the Parties of the First Part shall have the right to reclaim and enter said premises without any necessity of legal proceedings. However, the party of the Second Part shall have a grace period of ten days for payment of monthly rentals as they may severally mature without being in default in respect thereto.

In executing this lease the parties of the First Part acknowledge payment to them of any or all rentals due by W. R. McAlister for the use and occupancy of said premises, including said store rooms and barber shop up to and including November 15, 1943.

Witness our Hands and seals at Greenville, South Carolina this Fifteenth Day of November, 1943.

Witnesses:

G. M. Moore ) As to Annie  
Martha Sullivan ) McBee Moore  
D. B. Leatherwood

As to Oscar Hodges, Jr., as Trustee  
& Vardry McBee & Annie McBee Moore,  
Individually.

AND

W. B. McGowan

S. E. Colvin, Jr.

As to W. R. McAlister.

Oscar Hodges, Jr.

Oscar Hodges, Jr., as Trustee for Vardry  
McBee & Annie McBee Moore

Vardry McBee

Vardry McBee, Individually

Annie McBee Moore

Annie McBee Moore, Individually

PARTIES OF THE FIRST PART

AND

W. R. McAlister

W. R. McAlister

PARTY OF THE SECOND PART.

State of South Carolina,  
County of Greenville.

Personally before me appeared G. M. Moore and made oath that he saw the within named Oscar Hodges, Jr., as Trustee and Vardry McBee, Individually and Annie McBee Moore, Individually, sign, seal and as their act and deed deliver the foregoing lease, and that he with D. B. Leatherwood witnessed the execution thereof.

Sworn to and subscribed before me this 10 day of December, 1943.

G. M. Moore

D. B. Leatherwood L. S.

Notary Public.

State of South Carolina,  
County of Greenville.

Personally before me appeared S. E. Colvin, Jr. and made oath that he saw the within named W. R. McAlister sign, seal and as his act and deed deliver the within written lease and that he with W. B. McGowan witnessed the execution thereof.

Sworn to and subscribed before me this 8 day of December, 1943.

W. B. McGowan L. S.

S. E. Colvin, Jr.

Notary Public.

S. C. Stamps \$9.60

Recorded December 28th, 1943 at 2:30 P. M. #12704 BY:E.G.